



CALIFORNIA DEPARTMENT OF
FOOD & AGRICULTURE

A. G. Kawamura, Secretary

DMS Notice
QC – 10 – 3

June 7, 2010

Discard: Retain

TO WEIGHTS AND MEASURES OFFICIALS

SUBJECT: Tawa Supermarket, Inc. and Welcome Market, Inc. (dba 99 Ranch Market) Settlement

Attached is the final judgment pursuant to a stipulation issued by the District Attorney's Office of Los Angeles County, filed against Tawa Supermarket, Inc. and Welcome Market, Inc. (dba 99 Ranch Market) on May 13, 2010. This judgment is for selling fish, shellfish, seafood products, meat or produce with inaccurate representations as to its net weight, in violation of California Business and Professions Codes 12023, 12024, 12024.2 and 12024.3. The store was also in violation for not labeling products, and selling and advertising meat or seafood by the each, in violation of California Business and Professions Codes 12607 and 12024.5.

We are very pleased with the excellent work done, on behalf of the people, by the Los Angeles County District Attorney's Offices as well as the State and county investigators that documented these violations. 99 Ranch Market was assessed civil penalties and cost recovery of \$65,261.24. \$15,522.47 was for County and State investigative costs and \$49,738.77 was for civil penalties and costs for the Los Angeles County District Attorney's office and court fees.

Los Angeles County should be sure to report these penalties in the County Monthly Report (CMR). All participating counties should separately record their individual investigative cost reimbursements in the appropriate columns in the report.

Sincerely,

Edmund E. Williams
Director

Cc: PQV Special Investigators



1 STEVE COOLEY, District Attorney
County of Los Angeles
2 STANLEY P. WILLIAMS, State Bar No. 106658
Head Deputy District Attorney
3 LESLIE A. HANKE, State Bar No. 122237
Deputy District Attorney
4 CAROLYN NAKAKI, State Bar No. 128126
Deputy District Attorney
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6 LOS ANGELES, CALIFORNIA 90012
7 (213) 580-3273

8 Attorneys for Plaintiffs

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Superior Court of California
County of Los Angeles

MAY 13 2010

John A. Clarke, Executive Officer/Clerk
By _____, Deputy
K. THOMAS

10 SUPERIOR COURT OF STATE OF CALIFORNIA
11 FOR THE COUNTY OF LOS ANGELES

12 PEOPLE OF THE STATE OF CALIFORNIA,
13 Plaintiff,

14 v.

15 TAWA SUPERMARKET, INC., a California
16 Corporation, dba 99 Ranch Market and 168
17 Market; WELCOME MARKET, INC., a
18 California corporation, dba 99 Ranch Market

19 Defendants.

Case No.: BC 437532

FINAL JUDGMENT
PURSUANT TO
STIPULATION

21
22 Plaintiff, the PEOPLE OF THE STATE OF CALIFORNIA, having filed its
23 Complaint herein; and defendants TAWA SUPERMARKET, INC., a California corporation, and
24 WELCOME MARKET, INC., a California corporation, having acknowledged receipt thereof;
25 and

26 Plaintiff appearing through its attorneys Steve Cooley, District Attorney of the
27 County of Los Angeles, State of California, by Stanley P. Williams, Leslie A. Hanke, and
28 Carolyn Nakaki, Deputy District Attorneys, and defendant Tawa Supermarket, Inc., appearing by

1 and through its attorney, Mary A. Dannelley, Esq., and defendant Welcome Market, Inc.,
2 appearing by and through its attorney Mary A. Dannelley, Esq.; and

3 IT APPEARING TO THE COURT that plaintiff and defendants, having
4 stipulated and consented to the entry of this Final Judgment prior to the taking of any proof, and
5 without trial or adjudication of any fact or law herein, and without this Judgment constituting any
6 admission by defendants regarding any issue of fact or law alleged in said Complaint; and

7 The Court having considered the pleadings including the Stipulation of the
8 parties;

9 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that plaintiff People
10 of the State of California is awarded judgment against defendants Tawa Supermarket, Inc. and
11 Welcome Market, Inc., as follows:

12 **JURISDICTION**

13 1. This Court has jurisdiction of the subject matter hereof and the parties
14 hereto.

15 **APPLICABILITY**

16 2. The provisions of this Judgment, including the injunction contained
17 herein, are applicable to defendants Tawa Supermarket, Inc. and Welcome Market, Inc., and
18 their officers, directors, employees, agents, representatives, successors, and assigns, acting in
19 concert with defendants who have actual knowledge of this judgment.

20 **INJUNCTION**

21 3. Pursuant to sections 17203 and 17535 of the Business and Professions
22 Code, defendants Tawa Supermarket, Inc. and Welcome Market, Inc., and each entity described
23 in Paragraph 2 of this judgment are hereby enjoined and restrained for a period of five (5) years
24 commencing July 1, 2010 from any of the following acts or practices in the State of California:

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a. Selling any fish, shellfish, seafood products, meat, or produce with inaccurate representations as to its net weight in violation of Business and Professions Code sections 12023, 12024, 12024.2 or 12024.3;

b. Selling any meat, fish, or dressed poultry without net weight information in violation of Business and Professions code section 12024.5;

c. Selling any packaged commodity without a net quantity statement in violation of Business and Professions Code section 12607; and

d. Using a measuring device that has not been returned to zero prior to the beginning of each delivery of a commodity in violation of Business and Professions Code section 12510(a)(8).

4. For purposes of the injunction, "sell" is defined in Business and Professions Code section 12009.

5. Violations identified in paragraph 3 shall be established pursuant to National Institute of Standards & Technology Handbook 133 when required under applicable California law.

MANDATORY INJUNCTION

6. Pursuant to Business and Professions Code sections 17203 and 17535, Defendants and all entities set forth in paragraph 2 of this judgment, are hereby ordered for a period of five (5) years, commencing July 1, 2010, to initiate and enforce in every existing and future 99 Ranch Market and 168 Market store in California the following program:

a. Defendants shall designate a person in its corporate headquarters for the receipt and maintenance of reports of inspections received from county or state weights and measures officials from 99 Ranch Market and 168 Market stores in California.

b. In each 99 Ranch Market and 168 Market store in California, defendants' designated store personnel, in-house auditor, and/or with the assistance of other employees as may be necessary, shall conduct monthly audits of fish, shellfish, seafood products, or meat by randomly selecting no less than five packaged items to verify pricing accuracy, and

1 test weighing five randomly selected fish, shellfish, seafood products, or meat items to verify
2 pricing accuracy.

3 c. Defendants' designated personnel, in-house auditor, and/or with
4 the assistance of other employees as may be necessary, shall maintain a log of the monthly audit,
5 which shall include: the date and time of the audit; the description of the items audited; a list of
6 errors, if any, discovered during the audit, including a description of the item, and a certification
7 that the errors were corrected.

8 d. All audit logs shall be forwarded to the designated person in its
9 corporate headquarters, who shall retain all audit logs for a period of no less than two years from
10 the date of the audit. The audit logs shall be made available for inspection within ten (10)
11 business days upon the written request of any appropriate state official, including any
12 representative of the State of California Division of Measurement Standards, Department of Food
13 and Agriculture, or any representative of the County Sealer or Director of a County Department
14 of Agriculture.

15 e. Any errors noted in an audit log, by themselves, shall not
16 constitute a basis for any agency that requests such a log to issue a Notice of Violation, absent
17 independent corroboration of such violation.

18 7. Should the People seek to initiate an enforcement action for intentional
19 violation or breach of this Judgment pursuant to Business and Professions Code section 17535.5
20 against Tawa Supermarket, Inc. and/or Welcome Market, Inc., the People agree to first notify
21 Tawa Supermarket, Inc. and/or Welcome Market, Inc. in writing of the alleged violation or
22 breach, engage in reasonable efforts to informally address and resolve the People's concerns, and
23 allow Tawa Supermarket, Inc. and/or Welcome Market, Inc. a reasonable time to correct such
24 alleged violation or breach prior to initiating any action pursuant to Business and Professions
25 Code section 17535.5.

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MONETARY RELIEF

8. Defendant Tawa Supermarket, Inc. is ordered to pay \$43,495.72. Defendant Welcome Market, Inc. is ordered to pay \$21,765.52. Monetary relief shall be paid as follows:

a. \$355.00 payable to Los Angeles County Superior Court by Tawa Supermarket, Inc.

b. \$355.00 payable to Los Angeles County Superior Court by Welcome Market, Inc.

c. \$6,264.17 payable to California Department of Food and Agriculture (Division of Measurement Standards) by Tawa Supermarket, Inc.

d. \$1,404.83 payable to California Department of Food and Agriculture (Division of Measurement Standards) by Welcome Market, Inc.

e. \$490.00 payable to Contra Costa County Department of Agriculture by Welcome Market, Inc.

f. \$4,800.00 payable to Los Angeles County Department of Weights and Measures by Tawa Supermarket, Inc.

g. \$756.00 payable to Orange County Agricultural Commissioner by Tawa Supermarket, Inc.

h. \$855.55 payable to San Diego County Department of Agriculture, Weights and Measures by Tawa Supermarket, Inc.

i. \$951.92 payable to Santa Clara County Department of Agriculture and Environmental Management by Welcome Market, Inc.

j. \$500.00 payable to Los Angeles County District Attorney's Office by Tawa Supermarket, Inc.

k. \$500.00 payable to Los Angeles County District Attorney's Office by Welcome Market, Inc.

l. \$29,965.00 payable to Los Angeles County District Attorney's Office by Tawa Supermarket, Inc.

1 m. \$18,063.77 payable to Los Angeles County District Attorney's
2 Office by Welcome Market, Inc.

3 n. All monetary relief shall be paid directly to the Los Angeles
4 County District Attorney's Office for disbursement.

5 o. At the time the Final Judgment Pursuant To Stipulation is
6 presented to the court, each defendant shall submit a certified or cashier's check in the amount of
7 \$355.00 payable to the Los Angeles County Superior Court for initial appearance fees, and
8 certified or cashier's checks made payable to payees in the amounts identified in paragraph 8(c)
9 – (o) which represents civil penalties and costs.

10 p. All payments made pursuant to this paragraph shall be mailed or
11 delivered to the attention of Carolyn Nakaki, Deputy District Attorney, Office of the District
12 Attorney, Consumer Protection Division, 201 North Figueroa Street, Suite 1200, Los Angeles,
13 California 90012.

14 9. In the event of default by defendants on any of the payments described in
15 paragraph 8 above, including any payment that is more than ten (10) business days past due, the
16 balance shall become due and payable and shall incur interest at the legal rate from the date of
17 such default. Plaintiff shall be entitled to reasonable fees and costs incurred in collecting any
18 payments due and owing subsequent to such default.

19 **MISCELLANEOUS TERMS**

20 10. Los Angeles County District Attorney's Office maintains discretion to
21 issue a press release.

22 **COMPLIANCE**

23 11. Service upon Mary A. Dannelley, Esq. shall constitute sufficient and
24 complete notice of the terms of this Final Judgment Pursuant to Stipulation.

25 12. This Final Judgment Pursuant to Stipulation shall take effect upon entry
26 thereof.

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JURISDICTION RETAINED

13. Jurisdiction is retained for the purpose of enabling any party to this Final Judgment to apply to the Court at any time for such further orders and direction as may be necessary and appropriate for the construction or carrying out of the injunctive provisions hereof, for the enforcement of compliance herewith, or for the punishment of violations thereof.

Dated: MAY 13 2010, at Los Angeles, California.

Michael C. Solner

Judge of the Superior Court
County of Los Angeles

MICHAEL C. SOLNER